**NAME OF THE PROJECT :**

CONSTRUCTION OF COMMERCIAL COMPLEX THROUGH PPP UNDER DBFOT MODEL AT CA NO 'N' IN AMARAJYOTHI HBCS LAYOUT, DOMLUR VILLAGE, BANGALORE.

# REQUEST FOR PROPOSAL DOCUMENT

**BANGALORE DEVELOPMENT AUTHORITY**

T CHOWDIAH ROAD, KUMARA PARK WEST, BENGALURU - 560020

## GLOSSARY

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| **Authority** | As defined in Clause 1.1.1 |
| **Bank Guarantee** | As defined in Clause 2.23.1 |
| **Bid(s)** | As defined in the Disclaimer |
| **Bidders** | As defined in Clause 1.2.2 |
| **Bidding Documents** | As defined in Clause 1.1.8 |
| **Bid Due Date** | As Mentioned in Clause 1.3 |
| **Bidding Process** | As defined in Clause 1.2.1 |
| **Bid Security** | As defined in Clause 1.2.4 |
| **DBFLT** | As defined in Clause 1.1.1 |
| **Concession** | As defined in Clause 1.1.6 |
| **Concession Agreement** | As defined in Clause 1.1.3 |
| **Concessionaire** | As defined in Clause 1.1.3 |
| **Conflict of Interest** | As defined in Clause 2.1.1 |
| **Demand Draft** | As defined in Clause 2.23.2 |
| **Estimated Project Cost** | As defined in Clause 1.1.5 |
| **Government** | Government of Karnataka |
| **LOA** | As defined in Clause 3.4.8 |
| **Member** | Member of a Consortium |
| **PPP** | Public Private Partnership |
| **Project** | As defined in Clause 1.1.1 |
| **Re. or Rs. or INR** | Indian Rupee |
| **RFP or Request for Proposals** | As defined in the Disclaimer |
| **Selected Bidder** | As defined in Clause 1.1.3 |
| **Shared BUA** | As defined in Clause 1.2.7 |

# DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their qualification proposals and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# BANGALORE DEVELOPMENT AUTHORITY

## 1 Introduction

### 1.1 Background

1.1.1 The Bangalore Development Authority (BDA) (the **"Authority"**) came into existence in 1976 as a successor to the erstwhile City Improvement Trust Board. It was established by way of a separate act in the state legislature vide the BDA Act 1976, and it came into effect on 6th January 1976. Development of Bengaluru in a planned manner, creating quality infrastructure, provision of sites and services and catering to the housing needs of the under privileged are the focus areas of the BDA. Its Vision is "To transform Bengaluru to an ideal global destination with high quality infrastructure, better quality of life by ensuring sustainable and planned development based on effective monitoring, regulation, through participatory and innovative approach". In this endeavour, the Authority has decided to undertake Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore. (the **"Project"**) through private participation on Design, Build, Finance, Operate and Transfer (the "**DBFOT**") basis, and has decided to carry out the qualification and bidding process for selection of the Bidder to whom the Project may be awarded. BDA vide tender notice no. BDA/EE/East/1082/2024–25 dated 04.03.2025 had invited proposals for the project.

1.1.2 Bangalore Development Authority (BDA) is keen to Develop Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore. The site is located at Amarjyothi HBCS Layout a prime locality of Bangalore, about 10.60 km East of the Central Business District (CBD) of Bengaluru. The area of the available vacant land is 19.68 Guntas acres equivalent to 1991.50 sqm. It is situated within 2700 meters of periphery of metro stations. The land is under the ownership of the Bangalore Development Authority (BDA). As assessed by the Authority, it is proposed to develop a shopping mall cum commercial complex with or without multiplex at the said site with an estimated total project cost of approximately 25.00 Crores.

1.1.3 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate itself as such prior to execution of the concession agreement (the "**Concessionaire"**), shall be responsible for Designing, Engineering, Financing, procurement, construction, marketing and leasing of the Project under and in accordance with the provisions of the concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.4 The scope of work will broadly include Design, Engineering & construction of a new shopping mall cum commercial complex and the marketing, leasing thereof. The concessionaire shall transfer the facility built to BDA at the end of the concession period, as specified in this document.

1.1.5 The estimated cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 1.1.2 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.6 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.7 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner. The scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.1.8 The Authority shall receive qualification proposals and Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

## 1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage, two cover system, for selection of the Bidder for award of the Project. This RFP document sets forth the criteria for Qualification and subsequently the bidding parameter, as well as the bid evaluation criteria, which has been detailed in the further sections. GOI has issued guidelines for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2 Bidders would be required to furnish all the information specified in this RFP. Financial Bids of only those Bidders that cross the threshold qualification score will be opened. The Bidders are, therefore, advised to visit the site and familiarize themselves with the Project. Bidders are invited to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.3 The bidders shall prepare, submit and present to the authority the Concept plan & Business Plan for the project as a part of the qualification process. The presentation shall be held at the time and date specified in Clause 1.3 at a venue to be decided by the Authority and which shall be intimated to all the bidders.

1.2.4 The Bidding Documents include the draft Concession Agreement for the Project to be provided to the Bidders on the day of Pre Bid conference. The Project Information Memorandum for the project will also be shared by the Authority with the Bidders. Subject to the provisions of Clause 2.2.3, the aforesaid documents and any addenda issued subsequent to

this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding

documents.

1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of INR 25,00,00,000/- (Rupees Twenty Five Crores Only) (the "**Bid Security**"), refundable not later than 60 days from the Bid Due Date except in the case of the selected Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority as per e-proc portal, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 Generally, the Selected Bidder shall be the highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.7 Bids are invited for the Project on the basis of the bidder's offers to share the Built Up Area of the facility (the "Shared BUA") with the Authority for award of the Concession. The Concession Period is predetermined at 30 years, as indicated in the Concession Agreement. The Concessionaire will be entitled to market and lease the entire built up area of the Project including the area share of the Authority if the authority desires so in full or in parts. The leasing agreement with prospective occupiers shall be a tripartite agreement with the Authority, concessionaire and the lessee as the three parties.

1.2.8 The concessionaire shall appoint a competent facility management firm to maintain and manage the proposed facility, through an open bidding, with approval from the Authority. The Authority shall be liable to pay the maintenance charges for the area shared by the concessionaire as part of the bid directly to the facility management company. The concessionaire shall be responsible for the marketing and leasing of the Built up space during the entire concession period, except for Area which may be used by the Authority for its own use or to rehabilitate the existing tenants.

1.2.9 Deleted

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated on company letter with proper communication address in Clause 2.12.7 below. The envelopes/ communication shall clearly bear the following identification/ title:

***"Queries/Request for Additional Information: Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore".***

## 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

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| a) Availability of Tender Document form | 14th March 2025 onwards |
| b) Last date for receiving queries | 24th March 2025 upto 16.00 hrs |
| c) Pre-Bid Meeting | 26th March 2025 at 16.00 hrs |
| d) Authority Response to Queries latest by | 29th March 2025 |
| e) Bid Due Date | 07th April 2025 upto 16.00 hrs |
| f) Technical Bid Opening | 09th April 2025 at 16.00 hrs |
| g) Letter of Acceptance (LOA) | Will be Intimated |
| h) Signing of Concession Agreement | Will be Intimated |

# 2 INSTRUCTIONS TO BIDDERS

## A. GENERAL

### 2.1 Eligibility of Bidders

2.1.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

a. The Bidder may be a single entity or a group of entities (the "**Consortium"**), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

b. A Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.6 below.

c. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;

iv. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

v. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:
In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.1, shall include each Member of such Consortium.

2.1.2 To be eligible for financial bid opening, a Bidder shall fulfil the following conditions of eligibility:

**A) Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (Ten) financial years preceding the Bid Due Date, have:

**i. Developed or Constructed a Commercial Complex having a Built Up Area of at least 6057.00 Sq.m under Concession from any Government Organization.**

**or**

**ii. Developed or constructed a Residential cum Commercial complex having a built up area of atleast 12,000.00 sqm or more atleast in JV/PPP in Public sector only.**

**B. Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have**

**i. Achieved in at-least two financial years an average annual turnover of 25.00 ( Twenty Five crores ).**
**ii. Net worth in form of Liquid assets and /or availability of credit facilities of no less than Rs 10.00 cr (Rupess Ten Crores).**
**iii. The Consortium cost form shall have a combined turnover and net-worth exceeding bid amount of cumulative revenue by a factor of 1.25.**
**iv. The Consortiums shall have member with operation and maintenance capability of managing 6057.00 Sq.m of Commercial in any previous 5 years.**

In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of minimum 6.5% in the SPV, should satisfy the above conditions of eligibility; provided that the lead member should hold equity of not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. 26% while other consortium members can hold stake which can be as low as 6.5%, hold equity share capital during first two years of operations. O & M Contractors., Designers, Investors need not be equity holders in the SPV however the qualification of these contractors shall also not be considered in the Bid Evaluation. An MOU however be submitted regarding the

Consortium arrangement who will not hold any equity in the SPV in order to substantiate capability.

2.1.3 The Bidders shall enclose with its Proposal, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from the concerned client(s) / licensed Architect (duly appointed for the project & correlated by the letter approved from approving Govt. authority) stating the Developed or Constructed area, as the case may be, during the past 10 years in respect of the projects specified in paragraph 2.1.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the role in work done for that particular job/ contract by producing a certificate from the client; and

ii. certificate(s) from its statutory auditors specifying the turnover and net worth of the Bidder, in the preceding five financial years, and also specifying that the methodology adopted for calculating the net worth conforms to the provisions of this Clause 2.1.3 (ii). For the purposes of this RFP, net worth (the "**Net Worth"**) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement , miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.1.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Proposal to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.1.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a. Number of members in a consortium shall not exceed 4 (four), and information sought in the Proposal may be restricted to 4 (four) members in the order of their equity contribution;

b. subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;

c. members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV till first tow year of operation from Commercial operation date. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium; the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

d. An individual Bidder cannot at the same time be member of a Consortium applying for pre-Bidding. Further, a member of a particular Consortium cannot be member of any other Consortium applying for Bidding;

e. the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

f. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV.

v. Promoter/Consortium Members together with their Associates hold not less than 51% (fifty- one percent) of its paid-up and subscribed equity share capital of the Concessionaire as on the date of Agreement; that the respective holding of each Consortium Member conforms to the representation made by the Consortium Members and accepted by BDA as part of the Bid and that no Consortium Member shall hold less than 5% (five percent) and the Lead Member shall not hold less than 26% (twenty six percent) of the paid-up and subscribed equity shareholding of the Concessionaire until the second anniversary of the COD. It is hereby clarified that this clause shall not apply to the O&M Contractors, designers and investors (other than the Promoter) and

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

g. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any PPP project , and the bar subsists as on the date of Bidding, would not be eligible to submit a proposal, either individually or as member of a Consortium.

2.1.7 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.1.8 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.2, and 2.1.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

2.1.9 For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.10 The following conditions shall be adhered to while submitting the Proposal:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid Proposal and not, unless specifically requested, to other associated companies or firms;

c. in responding to the qualification criteria submission, Bidders should demonstrate their capabilities in accordance with Clause 2.1 above; and

2.1.11 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its proposal and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Proposal hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## 2.2 General terms of Bidding

2.2.1 The Project Information Memorandum (PIM) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

2.2.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.2.3 The Bid should be furnished in the format at Appendix - V, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.2.4 The Bid shall consist of figure of **"Built up Area Shared"** to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.2.5 The Bidder shall deposit a Bid Security equivalent to INR 25,00,00,000/- (Rupees Twenty Five Crores Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee, acceptable to the Authority, as per format at Appendix - VI.

2.2.6 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 days from the Bid Due Date, and may be extended by the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 60 days from the Bid Due Date except in the case of the highest Bidder.

2.2.7 The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorising the signatory of the Bid to commit the Bidder.

2.2.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix - III.

2.2.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.2.10 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.2.11 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

2.2.12 This RFP is not transferable.

2.2.13 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.3 Number of Proposals and Cost of Bidding

2.3.1 No Bidder shall submit more than one Bid Proposal for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as a member of any Consortium, as the case may be.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing structures, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting a Bid, the Bidder has:

i. made a complete and careful examination of the Bidding Documents;

ii. received all relevant information requested from the Authority;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;

iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and

vi. Agreed to be bound by the undertakings provided by it under and in terms hereof.

## 2.5 Right to accept and to reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.5.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

i. at any time, a material misrepresentation is made or uncovered, or

ii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified /

Rejected. If such disqualification / rejection occur after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

a. invite the remaining Bidders to submit Bids in accordance with Clause 3.4.6and 3.4.7; or

b. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## B. DOCUMENTS

### 2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

**Invitation for Bids**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Criteria for Qualification

Section 4. Evaluation of Financial Bids

Section 5. Fraud and Corrupt Practices

Section 6. Pre-Bid Conference

Section 7. Miscellaneous

**Appendices**

I Letter comprising the Bid

II Power of Attorney for signing of Application

III Power of Attorney for Lead Member of Consortium

IV Joint Bidding Agreement for Consortium

V Letter comprising the Bid

VI Bank Guarantee for Bid Security

VII Guidelines of the Department of Disinvestment

2.6.2 The Project Information Memorandum and Draft Concession Agreement to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

## 2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail on company letter head having proper communication address with name of contact person designated as authorised signatory in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## 2.8 Amendment of RFP

2.8.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.8.2 Any Addendum thus issued will be sent in writing to all the Bidders.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.9 Bid Submission

Tenders/Bids must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. (Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in)

A Hard copy of the documents, as per the process described in the RFP, shall also be sent in a sealed envelope to BDA within the stipulated date and time (Cover 1, Cover 2 and EMD in a separate envelopes – all placed inside a single sealed and marked envelope). The Hard copy shall not be used for evaluation but shall be kept by the Authority for Reference only. In no case shall there be any difference in the documents submitted electronically and the Hard copy and any such discrepancy notices shall make the bidder liable for disqualification.

### 2.10 Language

The Bid Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### 2.11 Format and Signing of Proposal

2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete Proposals shall be liable for Rejection.

The Bid shall besubmitted in electronic form with digital signatures however the copy of bid to be submitted should printout of the documents submitted and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### 2.12 Sealing and Marking of Tenders

2.12.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence.

2.12.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

2.12.3 Clause not used.

2.12.4 Clause not used.

## 2.13 Deadline for Submission of the Tenders

2.13..1 Tenders must be received by the Employer at the Website Address specified above no later than date specified in the Bid Process schedule.

2.13.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

## 2.14 Late Tenders

2.14.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

## 2.15 Modification and Withdrawal of Tenders

2.15.1 Tenderers may modify Contents of First or Second Covers separately for each Cover before the Deadline prescribed in Clause 16.

2.15.2 Tenderers may withdraw their Tenders by 15 an celling his Bid on the Website only before the Deadline prescribed in Clause 16.

2.15.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

2.15.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to lause 13.

2.15.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

## Rejection of Bids

2.16.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## 2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## 2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## 2.19 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

# D. EVALUATION PROCESS FOR QUALIFICATION

## 2.20 Opening and Evaluation of Applications

2.20.1 The Authority shall open the Proposals at 16:00 hours IST on the Date and place specified in the schedule of Bidding Process and the Notice Inviting Tender and in the presence of the Bidders who choose to attend.

2.20.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

2.20.3 The Authority will subsequently examine and evaluate the eligibility criteria of Proposals in accordance with the provisions set out in Section 3.

2.20.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.20.5 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.20.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons.

2.20.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from qualification.

2.20.8 Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Qualification Proposal and/ or Bid in accordance with the provisions of Clauses 2.5.2 and 2.5.3.

## 2.21 Tests of responsiveness

2.21.1 Prior to evaluation of Proposals and opening of financial bids, the Authority shall determine whether each proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

a. it is received as per format at Appendix-I through e tender portal of BDA.

b. it is received by the Application Due Date including any extension thereof pursuant to Clause 2.13.2;

c. it is numbered, signed, sealed, bound together, and marked as stipulated in Clauses 2.11 and 2.12;

d. it is accompanied by the Power of Attorney as specified in Clause 2.2.8, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.9 ;

e. it contains all the information and documents (complete in all respects) as requested in this RFP;

f. it contains information in formats same as those specified in this RFP;

g. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;

h. it contains the Bid Security as specified in clause 2.2.5& 2.2.6 in appropriate form

i. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.5 (f);

j. it does not contain any condition; and

k. it is not non-responsive in terms hereof.

2.21.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.

## 2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Authority may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## E. BID SECURITY

### 2.23 Bid Security

2.23.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.2.6 and 2.2.7 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 25.00 (Twenty Five Crores Only), in favour of the Authority in the format at Appendix - VI (the "**Bank Guarantee**") and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.23.2 Bid Security can also be in the form of a demand draft issued by a Scheduled / Nationalised Bank in India, drawn in favour of the Authority as per e-procurement portal and payable at Bengaluru (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.23.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.23.4 Save as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.23.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.23.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.23.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.23.7 The Bid Security shall be forfeited and appropriated by the Authority at mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

a. If a Bidder submits a non-responsive Bid;

b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

d. In the case of Selected Bidder, if it fails within the specified time limit -

i. to sign the Concession Agreement and/or

ii. to furnish the Performance Security within the period prescribed there for in the Concession Agreement; or

e. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

## 2.24 Proprietary data

All documents and other information supplied by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Application or any information provided along therewith.

## 2.25 Correspondence with the Applicant

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

# 3 CRITERIA FOR EVALUATION

## 3.1 Evaluation parameters

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.1.2 and 2.1.3 above shall qualify for evaluation under this Section 3. Financial Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

a. Technical Capacity; and

b. Financial Capacity

c. Concept & Business Plan Presentation

## 3.2 Concept Presentation for purposes of evaluation

3.2.1 Subject to the provision of clause 3.1.1, all eligible bidders shall prepare and submit, as specified in this RFP, a concept design and Business Plan for the proposed facility taking into consideration the following parameters

- Applicable Development Control Zonal Regulations/Building Byelaws
- Applicable Zoning & Master plan
- Maximum Development Potential Available
- All Statutory Regulation, Laws as applicable to development of the facility
- Existing Market conditions and any other factor deemed important by the bidder
- Revenue Model including market research, positioning, branding
- Area Sharing model with Authority
- Construction Plan and Execution
- Facility Management and Maintenance

3.2.2 Each of the eligible bidders shall be called to make a concept& Business Plan presentation to the Authority on an appointed date and time as per schedule mentioned in clause 1.3. The bidder shall highlight how it plans to conceptualize, develop and implement the project. The bidders shall present conceptual, plans elevations, views, and specification in the presentation including the proposed implementation plan.

3.2.3 Authority may ask undertaking from bidder who are found to be technically deviating from BDA's requirement. Bidder's fulfilling technical requirement of BDA only shall be considered for financial opening. BDA May at its discretion ask to the bidder/bidders who do not comply to the requirements to modify their technical proposal and resubmit the financial bid in line with technical requirements without calling for fresh tenders.

## 3.3 Opening and Evaluation of Bids

3.3.1 The Authority shall open the Bids at 16:00 hours on the specified date as per clause 1.3, at the place specified in Clause 2.12.7 and in the presence of the Bidders who choose to attend.

3.3.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.3.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

## 3.4 Selection of Bidder

3.4.1 The Bidder adjudged as responsive and Qualified and quoting the highest BUA Share offered to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). All bidders are requested to submit working financial model and Business plan along with the financial bids in order to reject any speculative bidding. The financial model shall clearly mention the Assumptions, means of finance, Profit and loss account, cash flow etc and all supporting as necessary to substantiate the financial model so submitted. Any financial bid deviating from technical proposal, presentation may be disqualified by authority if bidder fails to provide substantial clarification and undertakings.

3.4.2 The Authority shall utilize the area shared for development of an amenity or may allow the concessionaire to market and lease the entire of part of the shared area as the case may be.

3.4.3 The Selected bidder/concessionaire shall market, lease and collect the lease revenue as per the lease rent mentioned and share it with the Authority as per the Concession Agreement.

3.4.4 The area share quoted as part of the bid shall remain sacrosanct for the facility and if by any changes in policy in future, additional development rights are available to the concessionaire, the extra BUA (using TDR) so constructed shall again be shared by the Concessionaire with the Authority in the proportion of Area sharing bid as per the concession agreement.

3.4.5 In the event that two or more Bidders quote the same amount of Area share (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.4.6 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

3.4.7 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.4.6, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except highest Bidder of the first round of bidding, or

annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.4.8 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.4.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

## 3.5 Criteria for Built Up Area Sharing

3.5.1 The Concessionaire shall share the Built Up area with the Authority as per the bid figures and as per the guidelines given in the section below.

3.5.2 The guiding principle of Area sharing shall be Revenue equivalence of the Area Shared. X% of the Area shall in revenue equivalence fetch X% of total Lease rent potential of the facility as per the prevailing market conditions. Based on this principle the bidders need to quote the floor wise area with indicative weight-ages as mentioned in 3.5.5.

3.5.3 Deleted

3.5.4 For the purpose of bidding, the Concessionaire shall quote based on the sharing of Built up area across all location within the facility – whether premium or non-premium and across all floors and uses.

3.5.5 The Authority however proposes Area Weight-ages(AW) for swapping of premium areas with Non Premium Areas as per the table given below. A concessionaire may provide the Authority with AW times "X" Sqm of Non Premium BUA in lieu of "X" Sqm Metre of Premium Area as per the table given below.

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**Built up Area Statement in Sq meters offered to BDA by Concessionaire**

| Area Description | Front/ Prime Weightage | Rear / Non prime Weightage |
|---|---|---|
| FOR MALL OR SHOPPING CENTER | | |
| Lower Basement | 0.90 | 0.90 |
| Upper Basement | 1.00 | 1.00 |
| Ground Floor | 1.25 | 1.25 |
| First Floor | 1.15 | 1.15 |
| Second Floor | 1.10 | 1.10 |
| Third Floor | 1.00 | 1.00 |
| Fourth Floor ( If Proposed ) | | |
| FOR OFFICE / COMERCIAL BUILDING | 0.90 | 0.90 |
| Ground Floor | 1.20 | 1.10 |
| First Floor | 1.10 | 1.10 |
| Second Floor | 1.10 | 1.10 |
| Third Floor | 1.00 | 1.00 |
| Fourth Floor | 1.00 | 1.00 |
| TDR | 1.15 | 1.15 |

BDA reserves the right to change area sharing as per Design Mix presented by bidder and rehabilitation policy adopted by BDA. Since weightage are floor wise BDA choose floor sharing during negotiation and before signing of agreement. However, binding factor for Area sharing shall be Revenue equivalence of the Area Shared. X% of the Area shall in revenue equivalence fetch X% of total Lease rent potential of the facility as per the prevailing market conditions.

The concessionaire has to share the revenue earned for the area under concessionaires control in the same ratio which has been accepted by BDA. for example if the concession is granted for the area sharing of 45% of area to BDA and 55% to concessionaire, then the revenue share for the concessionaires' controlled area shall be same as 45% of revenue earned to BDA and 55% to concessionaire.

3.5.6 The concessionaire shall share the retail and commercial area with the Authority except the area under Food Court and Multiplex/Cineplex/Entertainment Use. The indicative list of all areas in the mall is given below which shall be shared with the Authority in the proportion of Area share quoted in the financial bid.

| LEASABLE Common Area | Common Area | Unleaseble common Area |
|---|---|---|
| Concessionaire | BDA | Proportionate Shared Areas |
| Food Court<br>Gardens etc. | Utilities area | Approaches to building, statutory Open areas,<br>• Lobby<br>• Circulation area including passages. Escalators lift & stair lobbies<br>• Toilets<br>• Entrance Area lobby/Atrium<br>• Service area<br>• Parking facilities<br>• Landscaping<br>• Garden for Commercial use |

3.5.7 The Concessionaire shall share the parking with the Authority in the same proportion as the Area share bid or as per the statutory parking requirement of the area shared whichever is more. The Concessionaire shall provide the parking to Authority at one block of contiguous area.

3.5.8 The concessionaire shall share the retail and commercial area with the Authority except the area under Food Court and Multiplex/Cineplex/Entertainment Use.

3.5.9 The Concessionaire shall share the parking with the Authority in the same proportion as the Area share bid or as per the statutory parking requirement of the area shared whichever is more. The Concessionaire shall provide the parking to Authority at one block of contiguous area.

3.5.10 In case the performance of contract under this PPP is good, the Authority reserves the right to extend it for a further period to be decided at the end of the terms. In such case, the concessionaire has to share the revenue earned for increased concession period of the area under concessionaires control in the same ratio which has been accepted by BDA during the biding process to grant the concession based on Area sharing. for example if the concession is granted for the area sharing of 45% of area to BDA and 55% to concessionaire then the revenue share for the concessionaires' controlled area for extended period of concession shall be same as 45% of revenue earned to BDA and 55% to concessionaire.

### 3.6 Contacts during Bid Evaluation

3.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or

indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. **"fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

c. **"coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating afull and fair competition in the Bidding Process.

# 5 PRE-BID CONFERENCE

5.1 Pre-Bid conferences of the Bidders shall be convened **at the Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020 on the date specified in Schedule of bidding process**. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

# 6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

# APPENDICES

# APPENDIX-I

## Letter Comprising the Application for Qualification

Dated:

To,
The Commissioner
Bangalore Development Authority

***

**Sub: Application for qualification for** Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore**".**

Dear sir,`

With reference to your RFP document dated …….., I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the development, construction, financing, leasing and maintenance of the aforesaid Project.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:
   (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
   (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.1of the RFP document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.

14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFP, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. I/ We certify that in terms of the RFP, my/our Networth and the Turnover is as given in the table below.

| Year | Networth (in Rs Crores Figures & Words) | Turnover (in Rs Crores Figures & Words) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

19. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Closure in accordance with the Concession Agreement.}

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

[$] Omit if the Applicant is not a Consortium.

# ANNEX-I

## Details of Bidder

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India: (d)

   Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company: (d)
   Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2 should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:

| Sl. No. | Name of Member | Role* | Percentage of equity in the Consortium |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1 | Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)? | | |
| 2 | If the answer to 1 is yes, does the bar subsist as on the date of Proposal? | | |
| 3 | Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? | | |

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

$ All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

# ANNEX-II

## Technical Capacity of the Bidder[@]

(Refer to Clauses 2.1of the RFP)

| Bidder Type | Project Name and Details (Client, Location, Equity Shareholding in project company, Relationship with Project company if it is an associate etc) | Built Up Area in Sq.m | Year of Start and Year of Completion | No of Stalls/Shops |
|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| Single Entity Bidder/ Consortium Member 1 | 1a | | | |
| | 1b | | | |
| | 1c | | | |
| | 1d | | | |
| Consortium Member 2 | 2a | | | |
| | 2b | | | |
| | 2c | | | |
| | 2d | | | |
| Consortium Member 3 | 3a | | | |
| | 3b | | | |
| | 3c | | | |
| | 3d | | | |
| Consortium Member 4 | 4a | | | |
| | 4b | | | |
| | 4c | | | |
| | 4d | | | |

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a eligible project company.

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, shall be provided.

* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Other Member.

$$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 63 to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

# ANNEX-III

## Financial Capacity of the Bidder

(Refer to Clauses 2.1 of the RFP)

**(In Rs. crore[$$])**

| Bidder Type | | Figures in INR Crores | | | | |
|---|---|---|---|---|---|---|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| Single entity Bidder | Turnover | | | | | |
| | Networth | | | | | |
| | | | | | | |
| Consortium Member 1 | Turnover | | | | | |
| | Networth | | | | | |
| | | | | | | |
| Consortium Member 2 | Turnover | | | | | |
| | Networth | | | | | |
| | | | | | | |
| Consortium Member 3 | Turnover | | | | | |
| | Networth | | | | | |
| | | | | | | |
| Consortium Member 4 | Turnover | | | | | |
| | Networth | | | | | |
| | | | | | | |
| TOTAL | Turnover | | | | | |
| | Networth | | | | | |

Name & address of Bidders Bankers:

$ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

 The Bidder should provide details of its own Financial Capacity or of an Associate. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, shall be provided.

$$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Proposal Due Date. The financial statements shall:

   (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.12.

4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with the RFP document.

5. The bidder shall also provide the name and address of the Bankers to the Bidder.

6. The Bidder shall provide an Auditor's Certificate specifying the turnover and net worthof the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

**Certificate from the Statutory Auditor/Client regarding projects[Φ]**

Based on its books of accounts and other published information authenticated by it, this is to certify that

…….. (name of the Bidder/Member/Associate) is/ was an equity shareholder in …….. (title of the project company) and holds/ held Rs. …… cr. (Rupees …….. crore) of equity (which constitutes ……..% of the total paid up and subscribed equity capital) of the project company from ……... (date) to …….. (date)[¥]. The project was/is likely to be commissioned on ……. (dateof commissioning of the project).

……crore), and the total built up area of the Project is _____ Sqm

We further certify that the total estimated capital cost of the project is Rs. …… cr. (Rupees

……

……

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory) Date:

$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company

¥ In case the project is owned by the Bidder company or undertaken by contractor , this language may be suitably modified to read: "It is certified that …….. (name of Bidder) constructed and/ or owned the …… ….. (name of project) from ……. (date) to ……(date)."

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in RFP the Applicant should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate$**

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of …… (name of the Bidder/ Consortium Member/ Associate) is held, directly or indirectly£, by …….. (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of this RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

1. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in determination of eligibility.

$ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

# ANNEX-V

## Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

**
**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

* Please strike out whichever is not applicable.

# APPENDIX-II

## Power of Attorney for Signing of Proposal

(Refer Clause 2.1)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore" by the Bangalore Development Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2024

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

…… (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

# APPENDIX-III

## Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1)

Whereas the ***** ("the Authority") has invited proposals from interested parties for the *****Project (the "Project").

Whereas, ……..,

……..……..and…….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at ……..,

M/s. …….. having our registered office at ……..,

M/s. …….. having our registered office at …….., and

M/s. …….. having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. …….. having its registered office at ……..., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other

Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20 …

For ……..

(Signature)

……..
(Name & Title)

For……..
(Signature)

……..
(Name & Title)

For……..
(Signature)

……..
(Name & Title)

Witnesses:

1.

2.

…… (Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

# APPENDIX-IV

## Joint Bidding Agreement

(Refer Clause 2.1)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ……, 20 …

**AMONGST**

1. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "**First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "**Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {…… Limited, a company incorporated under the Companies Act, 1956 and having its registered office at …… (hereinafter referred to as the "**Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

4. {…… Limited, a company incorporated under the Companies Act, 1956 and having its registered office at …… (hereinafter referred to as the "**Fourth Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}[$]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "**Parties"** and each is individually referred to as a **"Party"**

---

[$] The number of Parties will be shown here, as applicable, subject however to a maximum of 4 (four).

**WHEREAS**

A. BANGALORE DEVELOPMENT AUTHORITY, established under the Bangalore Development Authority Act, 1976, represented by its Chairman and having its principal offices at T Chowdiah Road, Kumara park West, Bengaluru - 560020] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposal (the Proposal") by its Request for Proposal No. …… dated ……(the "RFP") for qualification and selection of bidders for Development of Civic Amenity Site at Amarjyothi HBCS Layout, in Domlur village Sy no. 58/9 on PPP Basis ". (the "Project") through public private partnership.

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;} (c) Party of the Third Part shall be the Financial Member of the Consortium; and}

(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

**6. Shareholding in the SPV**

6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party:

6.2. The Parties undertake that a minimum of 26% (twenty six per cent) by lead bidder of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

6.3. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the tenth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 11% (eleven per cent) of the Total Project Cost.

6.4. Bidder shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of this Agreement and that the exiting Promoter/Consortium Members together with their Associates hold not less than 51% (fifty-one percent) of its paid-up and subscribed equity share capital of the Concessionaire as on the date of this Agreement; that the respective holding of each Consortium Member conforms to the representation made by the Consortium Members and accepted by BDA as part of the Bid and that no Consortium Member shall hold less than 5% (five percent) and the Lead Member shall not hold less than 26% (twenty six percent) of the paid-up and subscribed equity shareholding of the Concessionaire until the second anniversary of the COD. It is hereby clarified that this clause shall not apply to the O&M Contractors, designers and investors (other than the Promoter))

6.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

9.1. This Joint Bidding Agreement shall be governed by laws of India.

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED | SIGNED, SEALED AND DELIVERED |
| For and on behalf of | For and on behalf of |
| LEAD MEMBER by: | SECOND PART by: |
| (Signature) | (Signature) |
| (Name) | (Name) |
| (Designation) | (Designation) |
| (Address) | (Address) |
| SIGNED, SEALED AND DELIVERED | SIGNED, SEALED AND DELIVERED |
| For and on behalf of | For and on behalf of |
| THIRD PART by: | FOURTH PART by: |
| (Signature) | (Signature) |
| (Name) | (Name) |
| (Designation) | (Designation) |
| (Address) | (Address) |

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX - V

### Letter Comprising the Bid

(Refer Clauses 2.1)

Dated:

The Commissioner
Bangalore Development Authority
T Chowdiah Road, Kumara Park West
Bengaluru, Karnataka – 560020

Dear Sir,

**Sub: Bid for** Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore"**.**

With reference to your RFP document dated _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, engineering, financing, construction, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

7. I/We have studied all the Bidding Documents carefully and also surveyed the project.
   We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

8. The BUA share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.

9. I/We offer a Bid Security of Rs. (Rupees …….. Only) to the Authority in accordance with the RFP Document.

10. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

11. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.

12. I/We hereby submit our Bid and offer an area share as mentioned below for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

**Built up Area Statement in Sq meters offered to BDA by Concessionaire**

| | Area quoted for Front/ Prime area (In sq.m.) | Front / Prime area weightage | Combined Score For Evaluation Purposes | Area quoted for Rear / Non prime (In sq.m.) | Rear / Non prime Weightage | Combined Score For Evaluation Purposes |
|---|---|---|---|---|---|---|
| Shopping Complex / Mall Building | | | | | | |
| Lower Basement | | 0.90 | | | 0.90 | |
| Upper Basement | | 1.00 | | | 1.00 | |
| Ground Floor | | 1.25 | | | 1.25 | |
| First Floor | | 1.15 | | | 1.15 | |
| Second Floor | | 1.10 | | | 1.10 | |
| Third Floor | | 1.00 | | | 1.00 | |
| Fourth Floor ( If Proposed ) | | 0.90 | | | 0.90 | |
| TDR | | 1.15 | | | 1.15 | |
| Commercial Building ( If Proposed ) | | | | | | |
| Ground Floor | | 1.05 | | | 1.05 | |
| First Floor | | 1.10 | | | 1.10 | |
| Second Floor | | 1.10 | | | 1.10 | |
| Third Floor | | 1.00 | | | 1.00 | |
| Fourth Floor | | 1.00 | | | 1.00 | |
| Fifth Floor& Above | | 1.00 | | | 1.00 | |
| TDR | | 1.15 | | | 1.15 | |
| | | | | | In figures | In Words |

**Built up Area Statement in Sq meters offered to BDA by Concessionaire**

| | Area quoted for Front/ Prime area (In sq.m.) | Front / Prime area weightage | Combined Score For Evaluation Purposes | Area quoted for Rear / Non prime (In sq.m.) | Rear / Non prime Weightage | Combined Score For Evaluation Purposes |
|---|---|---|---|---|---|---|
| Total Area in Sq meters | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Total Combined Score | | | | | | |

13. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

14. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

**APPENDIX -VI**
**Bank Guarantee for Bid Security**

B.G. No.

Dated:

1. In consideration of you, Bangalore Development Authority, having its office at T Chowdiah Road, Kumarapark west, Bengaluru, Karnataka - 560020, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the "Construction of Commercial Complex through PPP Under DBFOT Model at CA No 'N' in Amarajyothi HBCS Layout, Domlur Village, Bangalore" on DBFLT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated_____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at ___and one of it branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ___ (Rupees ***** only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this

Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____(Rupees _____only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to

[name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)